

WILMER, CUTLER & PICKERING

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WASHINGTON, D. C. 20006

ALLEN H. HARRISON, JR.

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14440-B
OCT 10 1984 - 8 42 AM

14440-A
OCT 10 1984 - 8 42 AM

INTERSTATE COMMERCE COMMISSION

October 10, 1984

INTERSTATE COMMERCE COMMISSION

Wells Fargo Bank, N.A., Helm Financial Corporation,
Robert L. Hoverson, David R. Eckles, Richard C.
Kirchner, William M. Peterson, Brian D. Stucker,
Edward A. Garvey, and Brad Wind

Dear Mr. Bayne:

On behalf of Wells Fargo Bank, N.A., a national
banking association, I submit for filing and recording under
49 U.S.C. § 11303(a) and the regulations promulgated there-
under, ~~three~~ executed counterparts each of a Partial Termina-
tion of Security Agreement and related Subordination of Inter-
ests in Lease.

this one is 14440-A

The Partial Termination of Security Agreement is a
secondary document dated as of October 5, 1984 and relates to
a Memorandum of Security Agreement, recorded October 5, 1984
under Recordation No. 14440. The names and addresses of the
parties to the Partial Termination of Security Agreement are
as follows:

Mortgagors-Releasees: Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Robert L. Hoverson
21 Mesa Avenue
Piedmont, CA 94611

David R. Eckles
312 Pacific Avenue
San Francisco, CA 94611

William M. Peterson
950 Lake Street
San Francisco, CA 94118

Richard C. Kirchner
c/o Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

No. 4-2841051

Date OCT 10 1984

Fee \$ 36.00

U.S. DEPT. OF COMMERCE

ICC OFFICE OF
THE SECRETARY

OCT 10 8 33 AM '84

MOTOR VEHICLE UNIT

Next Page for
14440-B

Brian D. Stucker
c/o Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Edward A. Garvey
c/o Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Brad Wind
c/o Helm Financial Corporation
One Embarcadero Center
San Francisco, CA 94111

Mortgagee-Releasor: Wells Fargo Bank, N.A.
6001 Topanga Canyon Boulevard
Woodland Hills, CA

*Thomas W
14440-13*

The Subordination of Interests in Lease, dated as of October 5, 1984, is a secondary document related to the above-mentioned Memorandum of Security Agreement recorded October 5, 1984 under Recordation No. 14440. The names and addresses of the parties to the Subordination of Interests in Lease document are as follows:

Grantor: Wells Fargo Bank, N.A.
6001 Topanga Canyon Boulevard
Woodland Hills, CA

Grantee: The Philadelphia National Bank
Broad and Chestnut Streets
P. O. Box 13867
Philadelphia, PA 19101

The Partial Termination of Security Agreement terminates interests in certain designated boxcars and the Subordination of Interests in Lease subordinates Wells Fargo's interests in a designated Lease.

The Equipment covered by the Partial Termination of Security Agreement is as follows:

"Thirty-eight (38) 70-ton 50-foot General Purpose Railroad Boxcars, SFLC Road Numbers as listed in Annex A to Partial Termination of Security Agreement."

The Equipment covered by the Subordination of Interests in Lease is as follows:

"Seventy-Six (76) 70-ton 50-foot boxcars covered in the Lease dated as of July 24, 1984 under Recordation No. 14441 covering Memorandum of Lease of Railroad Equipment identified as B&O 401,094-401,169, identified also as SFLC 900000-900050 and NSL 150825-150849 in that certain Memorandum of Security Agreement recorded under Recordation No. 14440."

Please cross-index the above documents to the filing below:

1. Recordation No. 14441 ; Memorandum of Lease of Railroad Equipment, executed as of October 4, 1984, filed simultaneously herewith.

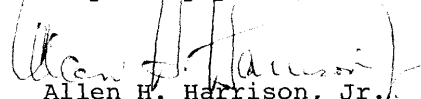
Enclosed is a check of this firm in the amount of \$30.00 to cover the filing fee for the two documents (\$20.00), and the fee for the cross-indexings (\$10.00).

A short summary of the documents to appear in the Index is as follows:

"Thirty-eight (38) boxcars, SFLC Road Numbers as listed in Partial Termination of Security Agreement, and seventy-six (76) boxcars B&O Road Numbers as indicated in Subordination of Interests in Lease."

Once the filing has been made, please return to bearer the stamped counterparts of the documents not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filings, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Wells Fargo
Bank, N.A. for the
purpose of this filing

Honorable James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures
AHH/iw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

10/10/84

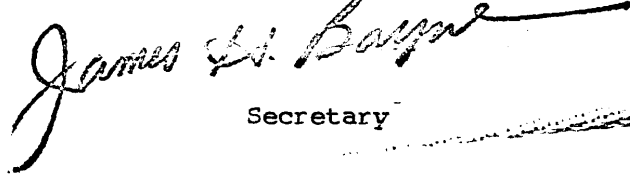
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Wilmer, Cutler & Pickering
1666 K.St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/10/84 at 8:40am and assigned re-recording number(s) 14440-A & 14440-B

Sincerely yours,


Secretary

Enclosure(s)

SE-30
(7/79)

PARTIAL TERMINATION OF
SECURITY AGREEMENT

RECORDATION NO. 14440-A Filed 1425

OCT 10 1984 - 8 40 AM

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT, dated as of October 5, 1984, by WELLS FARGO BANK, N.A., a national banking association (hereinafter called the "Bank"), for the benefit of HELM FINANCIAL CORPORATION, a California corporation, ROBERT L. HOVERSON, RICHARD C. KIRCHNER, DAVID R. ECKLES, WILLIAM M. PETERSON, BRIAN D. STUCKER, EDWARD A. GARVEY, and BRAD WIND (collectively, the "Owners").

1. Recitals. The Owners own, or have rights to acquire, Seventy-Six (76) 50-foot, 70-ton boxcars bearing American Association of Railroads Designation Numbers SFLC 900000 through 900050 and NSL 150825 through 150849 (the "Cars"). The Owners have leased or will lease the Cars to The Baltimore and Ohio Railroad Company, a Maryland corporation (hereinafter called the "Lessee") pursuant to a certain Lease of Railroad Equipment (the "Lease"). The Owners have granted a security interest in the Cars and the Lease (hereinafter collectively called the "Collateral") to the Bank upon the terms and conditions provided in that certain Security Agreement, dated as of August 10, 1984, between the Owners and the Bank (the "Security Agreement").

Pursuant to Paragraph 13 of the Security Agreement, the Bank and the Owners desire to terminate the Bank's security interest in certain of the Cars as listed in Annex A hereto (the "First Cars") and the Lease with respect to the First Cars and related Collateral more particularly described in Annex B hereto (the "Related Collateral").

2. Termination of Security Interest. The Bank's security interest in the First Cars and Related Collateral shall be terminated upon the filing of this Partial Termination with the Interstate Commerce Commission and all of the Bank's right title and interest in and to the First Cars and Related Collateral shall become null and void.

IN WITNESS WHEREOF, the Bank, pursuant to due authority, has executed this Partial Termination of Security Agreement as of the date first above written.

"Bank":

WELLS FARGO BANK, N.A.

By

Alan W. [Signature]

Title

Asst. Vice - Pres

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 5th day of October, 1984, before the undersigned,
a Notary Public in and for the State of California, personally appeared
Kevin W. Herr, known to me (or proved to me on
the basis of satisfactory evidence) to be Asst. Vice President of
Wells Fargo Bank, N.A. and known to me (or proved to me on
the basis of satisfactory evidence) to be the person who executed the within
instrument on behalf of said corporation and acknow-
ledged to me that he executed the same.

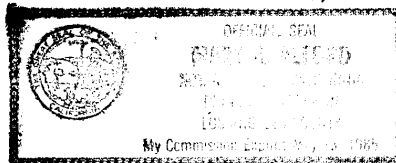
WITNESS my hand and official seal.

My Commission Expires:

May 23, 1985.

Mary A. DeFord
NOTARY PUBLIC

[NOTARY PUBLIC]



Annex A
to Partial Termination
of Security Agreement

Description of the "First Cars"

<u>QUANTITY</u>	<u>PROPERTY DESCRIPTION</u>	<u>SERIAL NUMBER</u>
38	50-foot, 70-ton railroad boxcars	SFLC 900000, 900001, 900002, 900003, 900005, 900006, 900007, 900008, 900009, 900010, 900011, 900013, 900015, 900016, 900017, 900018, 900020, 900021, 900022, 900024, 900025, 900029, 900031, 900032, 900033, 900035, 900036, 900037, 900038, 900039, 900041, 900042, 900044, 900045, 900046, 900048, 900049, 900050

Annex B
to Partial Termination
of Security Agreement
Dated as of October 3, 1984

Description of Related Collateral

(a) the First Cars and all appliances, parts, accessories and equipment now or hereafter incorporated or installed in or attached to the First Cars, along with all substitutions or replacements of any of the foregoing;

(b) all of the Owners' rights, powers and privileges under the Lease and all subsequent leases of any of the First Cars (such other leases, together with the Lease, being referred to collectively as the "Leases" and all persons or entities obligated as lessees on any such Leases being referred to collectively as the "Lessees"), including without limitation the immediate and continuing right to receive and collect all payments, awards, insurance proceeds and other sums receivable by Owners pursuant to any of the Leases, whether from an insurer or one or more Lessees, and to execute and deliver all notices and instruments and to do all other things which Owners are or may become entitled to do under one or more of the Leases;

(c) all claims, rights, powers, privileges and remedies on the part of any of the Owners with respect to any agreement at any time entered into between such Owner and any other person or entity in connection with any of the First Cars; and

(d) all proceeds received or receivable from the sale, exchange, lease or other disposition of any of the foregoing, whether such disposition is voluntary or involuntary, including without limitation all rights to payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all rights to payment with respect to any cause of action affecting or relating to any of the foregoing, together with full power and authority, in the name of Bank or any of the Owners or otherwise, or as attorney-in-fact hereby irrevocably constituted, to enforce, collect and receive, and receipt for, in accordance with the terms and conditions set forth in the Security Agreement, any and all of the foregoing rights and sums assigned, or entitled to be received pursuant to other rights assigned.